

INVITATION FOR BID

Missouri Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

Bids Must be Received No Later Than:

2:00 p.m. January 12, 2010

For information pertaining to the IFB contact:
Gary Stoll, Procurement Officer
Telephone: (573) 526 – 6402
gary.stoll@doc.mo.gov

Amendment 1 IFB CN229

**Food and Powdered Drink Mix
For Resale in Offender Canteens**

FOR
Department of Corrections
Various Locations per Attachment 1

Contract Period: Date of award thru six months
Date of Issue: December 18, 2009
Page 1 of 40

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: _____
Mailing Address: _____
City, State Zip: _____
Telephone: _____
Email Address: _____

Authorized Signer's Printed Name and Title _____

Authorized Signature: _____ Bid Date _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Director, Division of Adult Institutions

Date _____

Amendment 1 makes the following changes to IFB CN229

Paragraph Numbering corrected on paragraphs 4.4.4 through 4.4.6.

Page Numbering Corrected.

Estimated Quantities added to line items 009 through 011.

Specifications changed on line items 047, 052 and 078.

Correction made to line items 079 through 081.

1 INTRODUCTION

1.1 Purpose

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as DOC) is accepting bids to establish a contract for the purchase of various food and drink items for resale in the offender canteens at twenty-two (22) correctional institutions. (see Attachment 1)

1.2 Contact:

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 1.2.2 Bidders are cautioned not to contact any other employee of the Department of Corrections concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.**

1.3 Background Information

- 1.3.1 The DOC operates offender canteens in its correctional institutions where offenders may purchase various food items, hygiene and personal care items and small appliances. As a courtesy to accommodate various religious groups, the DOC will post to the offender population what items sold in the canteens are Kosher or Halal certified. Items will not be posted as Kosher or Halal without proper certification documentation. Religious certification is for informational purposes only and will not be a criterion in the evaluation and award of any item.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the DOC's acceptance of the bid by "notice of award" or "purchase order."
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing product, supplies and/or services for the DOC, the contractor must receive a properly authorized purchase order. Purchase orders will be issued by the DOC central office or by the individual institutions identified in Attachment 1.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2 Contract Period

- 2.2.1 The original contract period shall be as stated in the IFB. The contract shall not bind, nor purport to bind, the Department of Corrections for any contractual commitment in excess of the original contract period.

2.3 Renewal Periods

- 2.3.1 This contract may only be extended upon written amendment agreed upon by both parties. If extended by amendment, all terms and conditions of the original contract, including pricing, shall remain the same.

2.4 Payment Terms:

- 2.4.1 All payment terms shall be as stated in the terms and conditions of this contract. Unless otherwise addressed in this IFB, or mutually agreed to by the DOC and the contractor, payment terms shall be net 30 days. Invoices shall be sent to:

Missouri Department of Corrections
Attn: Offender Finance Office
P.O. Box 1609
Jefferson City MO 65102

Invoices should include the purchase order number and the name of receiving institution for prompt payment. Payment of invoices not containing this information may be delayed.

- a. The DOC reserves the right to purchase goods using the canteen purchasing card (Visa).

- 2.4.2 Expenditures from general revenue funds are not included in this contract. Canteen funds expended by this contract are not subject to appropriation by the General Assembly.

2.5 Insurance:

- 2.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.6 Subcontractors:

- 2.6.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DOC and to ensure that the DOC is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the DOC and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the DOC prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.7 Contractor Status:

- 2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Estimated Quantities

2.8.1 The quantities listed on the Pricing Page are estimates based on historical data of similar items. The DOC makes no guarantees of single order quantities or total aggregate order quantities.

a. Quantities listed are individual units of sale.

2.9 Contract Prices:

2.9.1 All prices shall be as stated on the Pricing Page. The DOC shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

2.10 Termination

2.10.1 The DOC reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DOC pursuant to the contract prior to the effective date of termination.

3 PERFORMANCE REQUIREMENTS

3.1 Specifications

3.1.1 All items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirement stated herein.

3.1.2 Specifications including brand, packaging and size for each product are listed on the Pricing Page.

3.1.3 All items offered must be fresh and of retail quality.

3.2 Substitutions:

3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the DOC.

3.2.2 The DOC reserves the right to allow the contractor to substitute any new items offered by the contractor on all unshipped and future orders if quality are equal to or greater than the item under contract and if price is equal to or less than contract price. The DOC shall be the final authority as to acceptability of the proposed substitution. There shall be no substitution of brand specific items.

3.3 Delivery Performance:

3.3.1 Line items 001 through 041 on the pricing page will be ordered by the DOC central office for delivery to the DOC warehouse, delivery address:

Department of Corrections
Canteen Commodity Warehouse
8416 No More Victims Road
Dock A
Jefferson City MO 65101

Line items 042 through 082 on the pricing page will ordered by the institutions listed on Attachment 1 for delivery to the ordering institution.

3.3.2 The contractor shall deliver the items in accordance with the contracted delivery times stated herein to the DOC upon receipt of an authorized order. Delivery shall include unloading shipments at the DOC's dock

or other designated unloading site as requested by the DOC. All orders received on the last day of the contract must be shipped at the contract price.

- a. A Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the institutions identified on Attachment 1. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, the delivery will be refused. If information obtained in the MULES background check prohibits the driver from entering the institution, the delivery will be refused. Additional delivery costs for redelivery or contracting with an alternate carrier will be the responsibility of the contractor.

3.3.3 Deliveries shall be made as requested by the ordering location. The contractor must coordinate his/her delivery schedule with the location.

- a. Orders placed by the DOC central office shall ship for delivery to DOC warehouse on or about the delivery date requested on the purchase order, not to exceed fourteen (14) days ARO.
- b. Orders placed by the institutions listed on Attachment 1 shall ship the same day or next business day to the ordering institution and must be delivered within three (3) business days. Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.

3.3.4 The contractor must be able to begin receiving orders on the first day of the contract and begin delivery within the requirements stated above.

3.3.5 Delivery must not be made on official state and/or federal holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.mo.gov/mo/moholidays.htm>.

3.4 Sales Performance:

3.4.1 The purpose of items selected is to maximize sales potential for the benefit of the offender canteen fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the DOC reserves the right to discontinue that item without penalty.

- a. If a selected house brand item shows a decrease in sales volume and is discontinued, the DOC reserves the right to choose an alternate brand.
- b. Full cases of discontinued items will be returned for full credit at no cost to DOC.

3.5 Item Selection

3.5.1 The selection of allowable items to be sold in the offender canteens is decided upon by committee. If at any time during the contract period the committee decides to remove an awarded item(s) from the allowable list, the DOC shall have the right to cancel that item(s). All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same.

3.6 Minimum Orders

3.6.1 Items specified on the pricing page as FOB Jefferson City to our warehouse will be ordered in pallet quantities.

- a. Select grouped items as indicated on the pricing page will be ordered in mixed pallet quantities.

- 3.6.2 Items specified on the pricing page as FOB Destination to the institutions listed in attachment 1 shall have no minimum order other than the smallest unit of order (case).

4. BIDDER'S INSTRUCTIONS

4.1 Availability

- 4.1.1 Items specified as FOB Destination to the institutions listed in attachment 1 must be available to all institutions at the same price.

4.2 Brands

- 4.2.1 Brands will be as stated on the Pricing Page. Because the items are for resale, select items are brand specific. For items that have specific brand names listed on the Pricing Page, only that brand will be accepted.

- 4.2.2 For items with no brand listed on the Pricing Page, the bidder may bid a national brand or their own house brand that meets all other specifications. For the purposes of this IFB the following definitions apply:

- a. National brand is defined as a manufacturer's brand that is available to the general public regionally or nationally and is not exclusive to one wholesaler or retailer but is available through multiple retail or vending outlets.

1) Other states' DOC canteens and commissaries are not considered general public or retail outlets and do not qualify a brand as a national brand.

- b. House brand is defined as a private brand owned by a wholesaler, supplier, dealer or merchant, and bearing their own company name or a name they own exclusively and is generally not available or has limited availability in public retail or vending outlets; or any other brand that does not meet the definition of a national brand.

- 4.2.3 Bidders are free to bid multiple national or house brands for each item if desired, but only one item will be awarded.

4.3 Sizes

- 4.3.1 Sizes must be within the range listed on the pricing page. Items falling outside the requested size range will not be considered.

4.4 Samples

- 4.4.1 For items listed on the pricing page as sample required, a sample of the brand bid should be submitted with the bid.

- 4.4.2 For all other items, if requested, a sample must be submitted prior to award at no cost to the DOC.

- 4.4.3 All samples must be at no cost to the DOC and must be submitted within the time frame requested.

- a. Failure to provide a sample in the time frame requested shall remove the item from consideration for award.

The following paragraphs were renumbered by Amendment 1

- 4.4.4 All samples must be clearly labeled with the bidder's company name, contact name, bid number and bid opening date.

4.4.5 All samples must be of the brand name and finished packaging that the bidder is bidding, with proper labeling for resale. Special run or mock-up samples will not be acceptable.

4.4.6 Quality and taste testing will be conducted on samples by DOC employees.

- a. Items may be rejected if in the DOC's opinion the taste and quality are not of an acceptable level to realize maximum sales potential.
- b. The DOC is the final authority on the determination if an item is of acceptable quality and taste

4.5 Packaging:

4.5.1 Select pouch and bag items are specified as "clear" and/or "resealable" for security and sanitation reasons. Alternate packaging may only be acceptable if no bidder can meet the packaging specification.

4.5.2 Food products that are packaged in larger than single-serve portions (plastic jars, plastic squeeze bottles, resealable bags, etc.) must not require refrigeration before or after opening.

4.5.3 Glass containers are not acceptable and will not be considered for award.

4.5.4 There shall be no metal on any container or packaging unless it is specifically allowed for and stated on the pricing page.

4.6 Grouped Items:

4.6.1 Grouped items are identified on the pricing page.

- a. Like items are grouped to provide consistency of the items. (i.e. creamy and crunchy peanut butter; sharp and jalapeno cheese squeeze, etc.)
- b. **Unless otherwise specified, all items in a group must be the same size, packaging and brand or label.**
 - (1) Grouped powdered drink mixes may have different package weights but must produce the same yield.
 - (2) Grouped microwave popcorn may have different package weights.
- c. If any one item bid in the group is deemed non-responsive or unacceptable, the entire group will not be considered for award.
- d. If bidders are not able to supply or bid on one or more items in a group they will not be considered for award for the remaining items in that group.

4.7 Description of Product:

4.7.1 The bidder should present a detailed description of all items proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all items proposed are adequately described.

4.8 Kosher and Halal Items

4.8.1 Bidder should indicate on the pricing page if the item bid qualifies as Kosher or Halal. This is for informational purposes only and will not be a criterion for evaluation and award.

- a. In order to qualify as Kosher, items must be certified by a reliable rabbinical authority.
- b. In order to qualify as Halal, items must be certified by the Islamic Food and Nutrition Council of America.

4.8.2 Documentation certifying the items as Kosher or Halal must be submitted to the DOC upon request.

4.9 Compliance with Terms and Conditions:

4.9.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the DOC's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.10 Bid Detail Requirements and Deviations

4.10.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the DOC as to its acceptability and impact on competition. A deviation from mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer.

4.11 Firm, Fixed Pricing:

4.11.1 The bidder shall submit firm fixed prices on the Pricing Pages for the items the bidder chooses to bid.

- a. All bid prices shall remain valid for 90 days from the bid opening date unless otherwise indicated.
- b. All pricing shall be considered firm for the duration of the contract period.

4.11.2 All prices shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

4.12 Missouri Service-Disabled Business Preference

4.12.1 Any bidder eligible to receive the Missouri service-disabled veteran preference pursuant to section 34.074 RSMo must review and complete Exhibit B, Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.

4.13 Submission of Bids

4.13.1 The DOC maintains a current vendor database; therefore, the bidder should submit a completed Vendor Information Data form (EXHIBIT B) with their bid response. If the bidder has previously submitted a DOC Vendor Information Data form with a revision date of (4-09), EXHIBIT B submission is not needed.

4.14 Evaluation and Determination for Award:

- 4.14.1 Evaluation shall be as indicated for each item on the pricing page.
- 4.14.2 Evaluation of grouped items will be weighted based on estimated sales of the items in the group and a cumulative total used in determining the award.
- 4.14.2 Award shall be made by item or group of items.
 - a. Award of individual items shall be made to the lowest priced responsive bidder for that item.
 - b. Award of grouped items shall be made to the lowest priced responsive bidder for that group.
- 4.14.3 The DOC reserves the right to reject any bid which is determined unacceptable for reasons which may include, but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the DOC reserves the right to clarify any and all portions of any bidder's offering.

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Bidders must state a firm, fixed price for each item they are bidding. Unless otherwise stated, grouped items must be the same size, packaging and brand/label for all items within the group.

Line	Item Specifications	Estimated Six Month Quantity (each)			
NOTE: Line items 001 and 002 are grouped and will be awarded as a group. Bid all or none.					
Peanut Butter					
18oz to 20oz plastic jar				Item Size	Case Count
Evaluation will be by cost per ounce.				Cases per pallet	Brand Name
001	Creamy Peanut Butter	81,400	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
002	Crunchy Peanut Butter	18,800	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
NOTE: Line items 003 and 004 are grouped and will be awarded as a group. Bid all or none.					
Jelly					
12oz to 22oz squeeze bottle				Item Size	Case Count
Evaluation will be by cost per ounce.				Cases per pallet	Brand Name
003	Grape Jelly	17,000	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
004	Strawberry Preserves	8,900	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
005	Louisiana Hot Sauce	23,800	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
	5oz to 7oz plastic bottle			Case Count _____	Brand Name _____
	Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
			Check if item is:	Kosher _____	Halal _____
006	Ketchup	5,300	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
	Del Monte or Heinz			Case Count _____	Brand Name _____
	12oz to 18oz squeeze bottle			Cases per pallet _____	UPC _____
	No substitution				
	Evaluation will be by cost per ounce.		Check if item is:	Kosher _____	Halal _____
007	Mustard	3,200	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
	8oz to 10oz squeeze bottle			Case Count _____	Brand Name _____
	Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
			Check if item is:	Kosher _____	Halal _____
008	BBQ Sauce	16,000	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
	12oz - 18oz plastic bottle			Case Count _____	Brand Name _____
	Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
			Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

**Line
Item Specifications**

**Estimated
Six Month
Quantity
(each)**

REVISED BY AMENDMENT 1

NOTE: Line items 009, 010 and 011 are grouped and will be awarded as a group. Bid all or none.
 These items will be ordered in mixed pallet quantities.

Toaster Pop-Ups

6ct/box

Evaluation will be by cost per box.
 samples required

				Item Size	Case Count
				Cases per pallet	Brand Name
009	Strawberry	7,600	\$	Item/Catalog Number	UPC
			Firm, fixed case price		
			Check if item is:	Kosher	Halal
010	Cherry	7,600	\$	Item/Catalog Number	UPC
			Firm, fixed case price		
			Check if item is:	Kosher	Halal
011	Blueberry	9,800	\$	Item/Catalog Number	UPC
			Firm, fixed case price		
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

**Estimated
Six Month
Quantity
(each)**

**Line
Item Specifications**

NOTE: Line items 012 and 013 are grouped and will be awarded as a group. Bid all or none.

These items will be ordered in mixed pallet quantities.

Fish Steaks

3oz - 5oz pouch

Evaluation will be by cost per ounce.

012 With Spicy Mustard	8,500	\$ _____ Firm, fixed case price	Item/Catalog Number _____	UPC _____
		Check if item is:	Kosher _____	Halal _____
013 With Green Chilis	18,500	\$ _____ Firm, fixed case price	Item/Catalog Number _____	UPC _____
		Check if item is:	Kosher _____	Halal _____

014 Salmon	6,900	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
3oz - 6oz pouch			Case Count _____	Brand Name _____
Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
		Check if item is:	Kosher _____	Halal _____
015 Mackerel	6,450	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
3oz - 6oz pouch			Case Count _____	Brand Name _____
Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
		Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
NOTE: Line items 016 and 017 are grouped and will be awarded as a group. Bid all or none. These items will be ordered in mixed pallet quantities. Rice, Instant 2oz to 3oz bag or pouch Evaluation will be by cost per pouch.					
				Item Size	Case Count
				Cases per pallet	Brand Name
016	Oriental Flavor	2,300	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
017	Spanish Flavor	4,200	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
NOTE: Line items 018, 019 and 020 are grouped and will be awarded as a group. Bid all or none. Cheese Spread 8oz to 10oz plastic tub Evaluation will be by cost per ounce.					
				Item Size	Case Count
				Cases per pallet	Brand Name
018	Jalapeno Flavor	70,250	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
019	Sharp Cheddar Flavor	2,350	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal
020	Habanera Flavor	24,000	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
NOTE: Line items 021 and 022 are grouped and will be awarded as a group. Bid all or none.					
Cheese Squeeze					
14oz to 20oz plastic bottle					
Evaluation will be by cost per ounce.					
021	Jalapeno Flavor	5,000	\$ _____ Firm, fixed case price	Item/Catalog Number _____	UPC _____
			Check if item is:	Kosher _____	Halal _____
022	Sharp Cheddar Flavor	15,800	\$ _____ Firm, fixed case price	Item/Catalog Number _____	UPC _____
			Check if item is:	Kosher _____	Halal _____
023	Rip N Ready Beef Tips and Gravy	12,600	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
12oz microwavable tray					
No substitution					
Evaluation will be by cost each.					
				Case Count _____	Rip N Ready Brand Name _____
				Cases per pallet _____	UPC _____
			Check if item is:	Kosher _____	Halal _____
024	Rip N Ready Chicken & Rice and Gravy	1,225	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
12oz microwavable tray					
No substitution					
Evaluation will be by cost each.					
				Case Count _____	Rip N Ready Brand Name _____
				Cases per pallet _____	UPC _____
			Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
025 Beef in BBQ Sauce 7oz to 12oz pouch Evaluation will be by cost per ounce.	50,000	\$ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Brand Name
			Cases per pallet	UPC
		Check if item is:	Kosher	Halal
026 Sloppy Joe w/Beef 7oz - 13oz pouch Evaluation will be by cost per ounce.	4,300	\$ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Brand Name
			Cases per pallet	UPC
		Check if item is:	Kosher	Halal
027 Lasagna w/Beef in Sauce 7oz - 13oz pouch Evaluation will be by cost per ounce.	9,200	\$ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Brand Name
			Cases per pallet	UPC
		Check if item is:	Kosher	Halal
028 Sweet Sue Chicken Breast 98% fat free 7oz pouch No substitution Evaluation will be by cost each.	12,000	\$ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Sweet Sue Brand Name
			Cases per pallet	UPC
		Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
029 Hormel Spam Singles	5,000	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
3oz pouch				
No substitution			Case Count _____	Hormel Brand Name
Evaluation will be by cost per pouch.			Cases per pallet _____	UPC _____
		Check if item is:	Kosher _____	Halal _____
030 Corned Beef	7,500	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
7oz to 12oz pouch				
Evaluation will be by cost per ounce.			Case Count _____	Brand Name _____
			Cases per pallet _____	UPC _____
		Check if item is:	Kosher _____	Halal _____
031 Beef Crumbles, Spicy Seasoned	46,750	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
NOT shredded beef				
6oz - 8oz pouch			Case Count _____	Brand Name _____
Evaluation will be by cost per ounce.			Cases per pallet _____	UPC _____
sample required				
		Check if item is:	Kosher _____	Halal _____
032 Honey	4,000	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
8oz to 16oz squeeze bottle				
Evaluation will be by cost per ounce.			Case Count _____	Brand Name _____
			Cases per pallet _____	UPC _____
		Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
033	Onion Dip	12,000	\$		
	3oz - 8oz plastic tub		Firm, fixed case	Item Size	Item/Catalog Number
	does not require refrigeration		price		
	Evaluation will be by cost per ounce.			Case Count	Brand Name
	sample required			Cases per pallet	UPC
			Check if item is:	Kosher	Halal
034	Soy Sauce	975	\$		
	5oz to 7oz plastic bottle		Firm, fixed case	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.		price		
				Case Count	Brand Name
				Cases per pallet	UPC
			Check if item is:	Kosher	Halal
035	Pepperoni, Sliced	19,500	\$		
	3oz to 5oz package		Firm, fixed case	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.		price		
				Case Count	Brand Name
				Cases per pallet	UPC
			Check if item is:	Kosher	Halal
036	Folgers Coffee Crystals	26,500	\$		
	8oz plastic jar		Firm, fixed case	Item Size	Item/Catalog Number
	No substitution		price		
	Evaluation will be by cost per jar.			Case Count	Folgers Brand Name
				Cases per pallet	UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
037	Non-Dairy Powdered Creamer	50,000	\$		
	10oz to 14oz cardboard canister		Firm, fixed case	Item Size	Item/Catalog Number
	no metal bottom		price		
	Evaluation will be by cost per ounce.			Case Count	Brand Name
				Cases per pallet	UPC
	Check if item is:			Kosher	Halal
038	Nestea Instant Tea	33,350	\$		
	one gallon pouch		Firm, fixed case	Item Size	Item/Catalog Number
	No substitution		price		
	Evaluation will be by cost per pouch.			Case Count	Nestea Brand Name
				Cases per pallet	UPC
	Check if item is:			Kosher	Halal
039	Carnation Instant Non-Fat Dry Milk	5,500	\$		
	9oz to 10oz pouch, clear resealable		Firm, fixed case	Item Size	Item/Catalog Number
	No substitution		price		
	Evaluation will be by cost per pouch.			Case Count	Carnation Brand Name
				Cases per pallet	UPC
	Check if item is:			Kosher	Halal
040	Jelly Beans	21,500	\$		
	3oz - 7oz bag		Firm, fixed case	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.		price		
				Case Count	Brand Name
				Cases per pallet	UPC
	Check if item is:			Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)
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Line items 041 through 080 are FOB Destination to the institutions listed on Attachment 1.

There shall be no minimum order other than the smallest unit of order (case).

NOTE: Line items 041 and 042 are grouped and will be awarded as a group. Bid all or none.

Picante Sauce

NOT Picante flavored hot sauce

10oz to 18oz squeeze bottle

Evaluation will be by cost per ounce.

samples required

041 Regular	6,200	\$ _____ Firm, fixed case price	Item Size	Case Count
			Brand Name	
			Item/Catalog Number	UPC
			Check if item is:	Kosher Halal
042 Extra Hot	13,200	\$ _____ Firm, fixed case price	Item/Catalog Number	UPC
			Check if item is:	Kosher Halal

043 Sliced Jalapeno Peppers	43,750	\$ _____ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Brand Name
				UPC
			Check if item is:	Kosher Halal
044 Salad Dressing or Mayo	16,000	\$ _____ Firm, fixed case price	Item Size	Item/Catalog Number
			Case Count	Brand Name
				UPC
			Check if item is:	Kosher Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
045	Ranch Salad Dressing 1oz to 2oz pouch bulk packed for individual resale Evaluation will be by cost per pouch.	252,000	\$ Firm, fixed case price	Item Size Case Count	Item/Catalog Number Brand Name UPC
			Check if item is:	Kosher	Halal
046	Malt O Meal Honey Nut Scooters Cereal 12 oz plastic bag, clear resealable No substitution Evaluation will be by cost per bag.	11,000	\$ Firm, fixed case price	Item Size Case Count	Item/Catalog Number <u>Malt O Meal</u> Brand Name
			Check if item is:	Kosher	Halal
REVISED BY AMENDMENT 1					
047	Malt O Meal Frosted Flakes Cereal 21oz to 22oz plastic bag, clear resealable No substitution Evaluation will be by cost per bag.	9,000	\$ Firm, fixed case price	Item Size Case Count	Item/Catalog Number <u>Malt O Meal</u> Brand Name UPC
			Check if item is:	Kosher	Halal
048	Malt O Meal Golden Puff Cereal 16 oz plastic bag, clear resealable No substitution Evaluation will be by cost per bag.	8,500	\$ Firm, fixed case price	Item Size Case Count	Item/Catalog Number <u>Malt O Meal</u> Brand Name UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
049 Malt O Meal Tootie Fruities Cereal	11,000	\$ _____ Firm, fixed case price	Item Size	Item/Catalog Number
12.5 oz plastic bag, clear resealable				
No substitution			Case Count	Malt O Meal Brand Name
Evaluation will be by cost per bag.				UPC
		Check if item is:	Kosher	Halal
050 Instant Oatmeal Variety Pack	36,000	\$ _____ Firm, fixed case price	Item Size	Item/Catalog Number
10 or 12 individual serving packs per box				
at least four flavors per box			Case Count	Brand Name
Evaluation will be by cost per individual serving packet.				UPC
		Check if item is:	Kosher	Halal
051 Rice, Pre-Cooked Long Grain	63,000	\$ _____ Firm, fixed case price	Item Size	Item/Catalog Number
6oz - 9oz bag, clear resealable				
Evaluation will be by cost per ounce.			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
REVISED BY AMENDMENT 1				
052 Flour Tortillas	104,000	\$ _____ Firm, fixed case price	Package Size (oz)	Item/Catalog Number
12 inch shell 6 to 16 count OR				
10 inch shell 6 to 16 count OR				
8 inch shell 6 to 20 count OR			Case Count	Brand Name
6 inch shell 6 to 20 count				
Evaluation will be by cost per ounce.			Shell Size (in)	UPC
sample required			Shell Count/Pkg	
		Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
053 Refried Beans	44,300	\$ _____	_____	_____
w/Jalapenos and Green Chilis		Firm, fixed case price	Item Size	Item/Catalog Number
instant, 8oz to 10oz pouch, clear resealable			_____	_____
Evaluation will be by cost per ounce.			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
054 Dry Beans	3,650	\$ _____	_____	_____
Great Northern or Navy		Firm, fixed case price	Item Size	Item/Catalog Number
15oz to 17oz bag			_____	_____
Evaluation will be by cost per bag.			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
055 Brown Gravy Mix	1,125	\$ _____	_____	_____
Dry mix		Firm, fixed case price	Item Size	Item/Catalog Number
0.75oz to 1.5oz envelope			_____	_____
Evaluation will be by cost per envelope.			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
056 Chicken Gravy Mix	250	\$ _____	_____	_____
Dry mix		Firm, fixed case price	Item Size	Item/Catalog Number
0.75oz to 1.5oz envelope			_____	_____
Evaluation will be by cost per envelope.			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)	\$ Firm, fixed case price	Item Size	Item/Catalog Number
057 Tuna Helper House brand or national brand 6oz to 10oz box Flavor: _____ Evaluation will be by cost per box.	1,600			
			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
058 Hershey's Chocolate Syrup 24oz plastic bottle No substitution Evaluation will be by cost per bottle.	2,200			
			Case Count	Hershey's Brand Name
				UPC
		Check if item is:	Kosher	Halal
059 Spaghetti Sauce 12oz - 16oz plastic bottle Evaluation will be by cost per ounce.	4,500			
			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal
060 Spaghetti regular or angel hair 14oz to 18oz package Evaluation will be by cost per ounce.	5,600			
			Case Count	Brand Name
				UPC
		Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)			
061	Macaroni & Cheese Dinner	54,500	\$		
	6oz to 8oz box		Firm, fixed case price	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.			Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal
062	Egg Noodles	9,500	\$		
	10oz to 16oz clear plastic		Firm, fixed case price	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.			Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal
063	Broccoli Cheese Rice Mix	4,300	\$		
	4oz to 8oz		Firm, fixed case price	Item Size	Item/Catalog Number
	Evaluation will be by cost per ounce.			Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal
064	Spanish (Green) Olives	2,425	\$		
	2oz- 4oz pouch		Firm, fixed case price	Item Size	Item/Catalog Number
	Evaluation will be by cost per pouch.			Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)	\$	Item Size	Item/Catalog Number
065	Pizza Kit contains crust and sauce packet 8oz to 16oz kit Evaluation will be by cost per ounce.	19,500	Firm, fixed case price		
				Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal
066	Sweet Corn 7oz - 9 oz pouch Evaluation will be by cost per ounce.	700	Firm, fixed case price		
				Case Count	Brand Name
					UPC
			Check if item is:	Kosher	Halal

NOTE: Line items 068 and 069 are grouped and will be awarded as a group. Bid all or none

Grouped microwave popcorn may have different package weights but must be of the same brand and packaging

Microwave Popcorn

unpopped package weight 2oz to 3.5oz
popped serving yield minimum of 3.5 cups
no added diacetyl butter flavorings
bulk packed for resale
each package individually wrapped
each package individually barcoded

067	Light Butter sample required	1,100	\$ Firm, fixed case price	Item Size	Item/Catalog Number
					UPC
			Check if item is:	Kosher	Halal
068	Extra Butter sample required	25,500	\$ Firm, fixed case price	Item Size	Item/Catalog Number
					UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
069 Freeze Dried Coffee	360,000	\$ _____ Firm, fixed case price	_____ Item Size	_____ Item/Catalog Number
100% Colombian				
3oz to 5oz pouch, clear resealable			_____ Case Count	_____ Brand Name
Evaluation will be by cost per ounce.				_____ UPC
sample required				
		Check if item is:	_____ Kosher	_____ Halal
070 Freeze Dried Coffee, Decaf	500	\$ _____ Firm, fixed case price	_____ Item Size	_____ Item/Catalog Number
3oz to 5oz pouch, clear resealable				
Evaluation will be by cost per ounce.			_____ Case Count	_____ Brand Name
sample required				_____ UPC
		Check if item is:	_____ Kosher	_____ Halal
071 Instant Cappucino	243,000	\$ _____ Firm, fixed case price	_____ Item Size	_____ Item/Catalog Number
Individual serving pouches, bulk packed for individual resale, plain or flavored				
Evaluation will be by cost per pouch.			_____ Case Count	_____ Brand Name
				_____ UPC
		Check if item is:	_____ Kosher	_____ Halal
072 Hot Cocoa/Chocolate	35,000	\$ _____ Firm, fixed case price	_____ Item Size	_____ Item/Catalog Number
8oz to 12oz pouch, clear resealable				
Evaluation will be by cost per ounce.			_____ Case Count	_____ Brand Name
				_____ UPC
		Check if item is:	_____ Kosher	_____ Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line	Item Specifications	Estimated Six Month Quantity (each)	\$	Item Size	Item/Catalog Number
073	Tea Bags Lipton or Nestea only Orange Pekoe and Pekoe Cut Black Tea No herbal tea Minimum 40, maximum 100 bags per box, No additives, preservatives or coloring. Evaluation will be by cost per bag.	2,000	Firm, fixed case price	Case Count	Brand Name UPC
			Check if item is:	Kosher	Halal
074	C&H Sugar Cubes 1lb box No substitution Evaluation will be by cost per box.		Firm, fixed case price	Case Count	C&H Brand Name UPC
			Check if item is:	Kosher	Halal
075	Sugar Twin 100ct box No substitution Evaluation will be by cost per box.		Firm, fixed case price	Case Count	Sugar Twin Brand Name UPC
			Check if item is:	Kosher	Halal
076	Country Time Lemonade Mix 12oz pouch, clear resealable No substitution Evaluation will be by cost per pouch.	26,000	Firm, fixed case price	Case Count	Country Time Brand Name UPC
			Check if item is:	Kosher	Halal

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.

Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)			
077 Tang Instant Drink Mix	36,000	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
12oz pouch, clear resealable				
No substitution			Case Count _____	Tang Brand Name
Evaluation will be by cost per pouch.				UPC _____
		Check if item is:	Kosher _____	Halal _____
REVISED BY AMENDMENT 1				
078 Sugar Free Powdered Drink Mix	New	\$ _____ Firm, fixed case price	Item Size _____	Item/Catalog Number _____
1oz to 2 oz pouch				
Lemon or Orange Flavor			Case Count _____	Brand Name _____
Bulk packed for individual resale				UPC _____
Multi pack units of sale will not be accepted				
Evaluation will be by cost per ounce.				
sample required		Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
 Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

**Estimated
Six Month
Quantity
(each)**

**Line
Item Specifications**

CORRECTED BY AMENDMENT 1

NOTE: Line items **079, 080 and 081** are grouped and will be awarded as a group. Bid all or none.
 Grouped powdered drink mix items may have different package weights but must produce the same yield.

Powdered Drink Mix

16oz - 22oz plastic jar or clear resealable pouch

Evaluation will be by cost per ounce.

079	Orange Flavor	13,500	\$ _____ Firm, fixed case price	Brand Name _____ Item/Catalog Number _____ Item Size _____	Case Count _____ UPC _____ Kosher _____ Halal _____
080	Lemonade Flavor	10,500	\$ _____ Firm, fixed case price	Item/Catalog Number _____ Item Size _____	UPC _____ Kosher _____ Halal _____
081	Peach Flavor	11,500	\$ _____ Firm, fixed case price	Item/Catalog Number _____ Item Size _____	UPC _____ Kosher _____ Halal _____

082	Bluebird Orange Juice 100% Pure Unsweetened 11.5oz metal can No substitution Evaluation will be by cost per can.	20,000	\$ _____ Firm, fixed case price	Item Size _____ Case Count _____	Item/Catalog Number _____ <u>Blue Bird</u> Brand Name _____ UPC _____
			Check if item is:	Kosher _____	Halal _____

Line items 001 through 040 are FOB Destination to the DOC warehouse in Jefferson City, MO.
Line items 041 through 082 are FOB Destination to the institutions listed on Attachment 1.

Line Item Specifications	Estimated Six Month Quantity (each)
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By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Authorized Signature: _____

Printed Name: _____

Email Address: _____

EXHIBIT A
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074 RSMo, the DOC has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

 Service-Disabled Veteran's Name
 (Please Print)

 Service-Disabled Veteran Business Name

 Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business



STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
VENDOR INFORMATION DATA

Purchasing Section
P.O. Box 236
Jefferson City, Missouri 65102
Telephone: (573) 526-3268 Fax: (573) 522-8407

BUSINESS NAME AS FILED WITH THE IRS			
TAXPAYER ID TYPE <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		TAXPAYER IDENTIFICATION NUMBER OR SSN	
		NOT FOR PROFIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
TAXPAYER MINORITY STATUS See http://oa.mo.gov/purch/mbewbe.htm for more information.			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Applicable		MISSOURI MBE/WBE CERTIFICATION NUMBER	
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
TELEPHONE NUMBER		FAX NUMBER	E-MAIL ADDRESS FOR NOTIFICATION OF BIDS
PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)			
BUSINESS NAME			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
CONTACT		TELEPHONE NUMBER	FAX NUMBER
The Office of Administration mandates all vendors to use Automatic Deposit for payment. That form can be found on-line at the following web address: http://oa.mo.gov/acct/vendor_ach_efd.pdf .			
CHIEF EXECUTIVE OFFICER			
FULL NAME			
TITLE		TELEPHONE NUMBER	EXTENSION
CONTRACT INTERESTS (X THOSE THAT APPLY)			
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Cable-TV-Satellite	<input type="checkbox"/> Canteen Resale (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Commodity (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygram Exam Services	<input type="checkbox"/> Reentry-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input type="checkbox"/> Other (Specify Below)	For service interests, specify the county(ies) you are willing to provide services or indicate statewide:	
OTHER - SPECIFY			
BUSINESS WEBSITE (IF APPLICABLE)			
NOTE: Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at https://www.moolb.mo.gov .			
SUBMITTED BY			DATE

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of DOC.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent

information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the department's Website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DOC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DOC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The DOC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DOC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The DOC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the DOC of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the DOC for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the DOC.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOC immediately.
- b. Upon learning of any such actions, the DOC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the DOC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 06-09-08

Department of Corrections
ALGOA CORRECTIONAL CENTER
8501 No More Victims
Jefferson City, MO 65101

Department of Corrections
BOONVILLE CORRECTIONAL CENTER
1216 East Morgan Street
Boonville, MO 65233

Department of Corrections
CHILLICOTHE CORRECTIONAL CENTER
3151 Litton Road
Chillicothe, MO 64601

CENTRAL MISSOURI CORRECTIONAL CENTER

*Closed at this time - may reopen during this contract period.

Department of Corrections
CREMER THERAPEUTIC CENTER
689 Highway O
Fulton, MO 65251

Department of Corrections
CROSSROADS CORRECTIONAL CENTER
1115 E. Pence Road
Cameron, MO 64429

Department of Corrections
EASTERN RECEPTION, DIAGNOSTIC & CORRECTIONAL CENTER
2727 Hwy K
Bonne Terre, MO 63628

Department of Corrections
FARMINGTON CORRECTIONAL CENTER
1012 W. Columbia
Farmington, MO 63640

Department of Corrections
FULTON RECEPTION & DIAGNOSTIC CENTER
1393 Highway O, PO Box 190
Fulton, MO 65251

Department of Corrections
JEFFERSON CITY CORRECTIONAL CENTER
8416 No More Victims, Dock B
Jefferson City, MO 65101

Department of Corrections
MOBERLY CORRECTIONAL CENTER
5201 South Morley
Moberly, MO 65270

Department of Corrections
MISSOURI EASTERN CORRECTIONAL CENTER
18701 Old Hwy. 66
Pacific, MO 63069

Department of Corrections
MARYVILLE TREATMENT CENTER
30227 U.S. Highway 136
Maryville, MO 64468

Department of Corrections
NORTHEAST CORRECTIONAL CENTER
13698 Airport Road
Bowling Green, MO 63334

Department of Corrections
OZARK CORRECTIONAL CENTER
929 Honor Camp Lane
Fordland, MO 65652

Department of Corrections
POTOSI CORRECTIONAL CENTER
11593 State Highway 0
Mineral Point, MO 63660

Department of Corrections
SOUTH CENTRAL CORRECTIONAL CENTER
255 W. Hwy 32
Licking, MO 65542

Department of Corrections
SOUTHEASTERN CORRECTIONAL CENTER
300 E. Pedro Simmons Drive
Charleston, MO 63834

Department of Corrections
TIPTON CORRECTIONAL CENTER
619 N. Osage Avenue
Tipton, Missouri 65081

Department of Corrections
WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER
1101 E. Highway 54, P.O. Box 300
Vandalia, MO 63382

Department of Corrections
WESTERN MO CORRECTIONAL CENTER
609 East Pence Road
Cameron, MO 64429

Department of Corrections
WESTERN RECEPTION DIAGNOSTIC CORRECTIONAL CENTER
3401 Faraon Street
St. Joseph, MO 64506